

Exhibit A

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

IMPACT PLAINTIFF, INC.,
A Michigan corporation,

Defendants,

Case No. 21-12663-SDD-KGA

v

HON. STEPHANIE DAWKINS DAVIS

ECONOMIC TRANSFORMATION
TECHNOLOGIES CORPORATION,
a Florida corporation, BIODATAI, INC.,
a Nevada corporation and UNIVERSAL
TUTOR, INC. a Nevada corporation,

Defendants.

AFFIDAVIT OF BRITTANY BURTZ

THE STATE OF FLORIDA
COUNTY OF MIAMI DADE

BEFORE ME, the undersigned authority, on this day personally appeared Brittany Burtz, known to me, and first being duly sworn according to law, upon her oath deposed and said:

1. My name is Brittany Burtz. I am over the age of eighteen (18) and am competent to make this affidavit. The following matters are within my personal knowledge and are true and correct. I am the President of Economic Transformation Technologies, Inc. ("ETT") and the Chief Executive Officer of Universal Tutor, Inc. ("UT").

2. ETT is the parent company of both UT and BioDatAi, Inc. ("BAI"). Defendants maintain their principal places of business in Collin County, Texas and are residents of Texas. Defendants are not residents of Michigan, have no employees in Michigan, have no addresses in Michigan, own no property in Michigan, no agents in Michigan, and no business relationships in Michigan. I am President of ETT and CEO of UT and was involved in the negotiations, execution,

and performance of the contracts between Plaintiff, ETT, UT, and BAI, dated January 22, 2021 (the “Contracts”). Plaintiff is a Michigan company with its principal offices in Detroit, Michigan. I personally participated in numerous Zoom meetings, conference calls, email communications, and an in-person meeting (Florida) with officers and representatives of Plaintiff regarding the Contracts and the terms contained therein.

3. On or around August 2020, Stephen Adler (“Adler”), who was engaged by ETT as a consultant, introduced ETT, UT, and BAI (“Defendants”) to Plaintiff for the purposes of discussing a business relationship with Plaintiff. The initial concept was to enable Defendants to market their digital technologies to Plaintiff’s customers and members, and in turn, share revenues generated from those efforts with Plaintiff.

4. With regard to UT, the companies desired to market and drive traffic to UT’s online educational platform by marketing to Plaintiff’s members and customers. BAI, who developed an online healthcare platform, also sought to market and promote its products and services to Plaintiff’s customers and members. Both UT and BAI’s services were designed to reach those in the community that traditionally lacked reasonable access to education and healthcare services.

5. To that end, Plaintiff represented to Defendants, during a Zoom meeting in August 2020, that it was the largest black-owned media outlet and reached over 88 million households that primarily focused on providing media to people of color in the United States, parts of Africa, and the Bahamian Islands. Ms. Burtz personally participated in that August 2020 Zoom meeting, as did several other representatives of Defendants, at Defendants’ offices in Frisco, Texas. Those attending the Zoom meeting on behalf of Plaintiff were fully aware that Defendants and all Defendants’ representatives lived and worked in Texas.

6. Bishop Wayne Jackson (“Bishop”) is the CEO and President of Plaintiff, and his son Royal Jackson (“Royal”) is also an officer of Plaintiff. Both Bishop and Royal were on the August

2020 Zoom meeting and both represented the scope and reach of its media outlet to Defendants being 88 million or more households and being the largest black-owned media outlet in the United States. These representations were made to Defendants in Texas on the Zoom meeting and were critically important to Defendants' business plans, and Defendants relied that Plaintiff was honestly representing its market scope and reach. This initial August 2020 Zoom meeting lasted an hour or more, and both Defendants and Plaintiff educated one another about their respective businesses, strategic objectives, and possible partnership and collaboration between the companies. The representations made by Plaintiff during this Zoom meeting to Defendants in Texas form the basis of Defendants' fraud claims in the Texas Action.

7. A week or so after the initial August 2020 Zoom meeting between the parties and upon reliance on Plaintiff's representations during that Zoom meeting, the parties negotiated and signed a letter of intent, dated September 2, 2020 (the "LOI"). The LOI was on Plaintiff's letterhead, was addressed to me, listed my address as Defendants' representative at One Cowboys Way, Frisco, Texas 75034, and was from Bishop, CEO of the Plaintiff, as shown by his signature on the LOI. The LOI was initially drafted by Defendants in Texas with the help and input of the Plaintiff, and the final version was reviewed, edited, and signed by Bishop and sent to Defendants at their Texas offices. A true and correct copy of the LOI is attached to my affidavit as **Exhibit A**.

8. In the LOI that was addressed and sent to me at my offices in Texas, Plaintiff again represented that it was the largest black-owned media outlet in the United States, parts of Africa, and the Bahamian Islands. Plaintiff also represented that it broadcasted to 88 million households. The LOI also states the Plaintiff's intention to "collaborate and partner" with UT. This contemplated transaction was substantial, complex, and potentially valuable to both parties as partners in this strategic endeavor to benefit people of color in the United States. The LOI states:

We at Impact understand that Universal Tutor's specialization in Social & Emotional Learning (SEL), critical thinking, problem-solving, self-esteem, self-awareness, goal setting, social perceptiveness, and creation of a tailored online learning environment to our black and brown youth will inspire our children to "unleash the lion" letting go of fear and doubt to become future business leaders, serial entrepreneurs, and models of possibilities for success.

9. As the LOI shows and as stated by the Plaintiff to Defendants in Texas, this business partnership was multi-faceted, complex, and required a great degree of collaboration, planning, due diligence, and candor between the parties. These statements made by the Plaintiff, addressed to Defendants in Texas, form the basis of Defendants' fraud claims in the Texas Action.

10. At the time of the execution of the LOI, Defendant BAI was not a part of the contemplated transaction. After the August Zoom meeting, and representations made to Defendants, and execution of the LOI, and representations made to Defendants in the LOI, Plaintiff discovered that ETT had a healthcare platform, developed by BAI, and believed that BAI and its healthcare offerings should be included in this business relationship with the Plaintiff as the Plaintiff believed that the healthcare offering would be valuable to its members/customers.

11. After execution of the LOI, the parties began to have numerous calls, Zoom meetings, and other communications in an effort to refine the transaction and business relationship. All Defendants participated in these in-depth conversations. On behalf of the Plaintiff, Bishop, Royal, Terry Arnold, and others participated in these communications with Defendants in Texas. During these calls and Zoom meetings, the Plaintiff continued to represent to Defendants in Texas that it had over 88 million households, members or customers that Plaintiff would market and promote Defendants' services. These representations made to Defendants form the basis of Defendants' fraud claims in the Texas Action. During these times, the parties did not travel due to the Covid-19 pandemic. Accordingly, no representatives of Plaintiffs traveled to Michigan in any way related to the transactions described herein.

12. On January 22, 2021, and after six months of detailed and complex negotiations, the parties executed the two Contracts at issue in this litigation. True and correct copies of the Contracts are attached as **Exhibits B & C** to my affidavit.

13. In the Contracts, the Plaintiff made numerous representations and promises consistent with its representations during negotiations, the LOI, Zoom meetings, and phone calls all made to Defendants while they were at their offices in Texas. Importantly, the Contracts were in the form of letter agreements. The letter agreements were from Bishop, CEO of Plaintiff, and were addressed to Defendants ETT, BAI, and UT at One Cowboys Way, Frisco, Texas 75034. The Contracts were initially drafted by Defendants in Texas with the help of and input by representatives of the Plaintiff and reviewed, edited, and signed by Bishop and sent to Defendants at their Texas offices.

14. In the Contracts addressed to Defendants in Texas (the Contracts contain almost identical language), Plaintiff made numerous representations and promises that Defendants relied upon when entering into the agreements with Plaintiff, including but not limited to the following:

- Impact is the fastest growing and largest black-owned faith-based tv network both domestically panning across the United States, the Bahamian Islands, and parts of Africa.
- Broadcasting in over 93 million households.
- Impact is proud to collaborate and partner with Universal Tutor.
- To further Universal Tutor's mission, Impact will provide Universal Tutor with the data points, including but not limited to the names, phone numbers, email addresses and market data for its customers for Universal Tutor to use to market its products.
- Impact will, to further Universal Tutor's message and generate revenue, provide celebrities for endorsements and appearances on Universal Tutor's channel.
- Universal Tutor, with its parent ETT, will be Impact's exclusive provider of:
 - Social and Emotional Learning Programs;

- **Online Education; and**
- **Educational Tools.**
- Impact would also like to enter into a revenue sharing agreement with Universal Tutor and ETT for revenues generated by Universal Tutor for advertisements from its relationships from Walmart, Apple, Microsoft and Google.
- Impact would also share revenues with from [sic] all sales of educational goods and services by Impact on Amazon, Walmart, Apple, Microsoft and Google.
- Universal Tutor will wire ... \$1,000,000 for a non-refundable advertising purchase to be used for a media effort to promote Universal Tutor's channel and educational products on the Impact Plaintiff.

15. The Contracts require performance in Texas and the parties anticipated performance in Texas. Any performance contemplated in Michigan were merely incidental to the primary purposes of the Contracts, which focused substantially on Defendants' performance in Texas. More specifically, the Plaintiff was to send its customer data, a critical component of the agreements, to Defendants in Texas for Defendants to use in their marketing and promotional efforts in partnership with the Plaintiff. The Plaintiff was also obligated to provide celebrity endorsements for use on Defendants' channels that Defendants would control from their offices in Texas. Additionally, the Plaintiff contemplated sharing revenue created by Universal Tutor in Texas through relationships with Walmart, Apple, Microsoft, and Google. Further, Plaintiff contemplated sharing revenue with Defendants in Texas for revenue from the sale of educational services by the Plaintiff on Amazon, Walmart, Apple, and Google, and this part of the agreement was the foundation of the Contracts from Defendants' perspective. Finally, Defendants would also perform the Contracts in Texas relating to payment of the marketing budget to promote its products and the revenue sharing in Texas as detailed above.

16. As an important part of the transactions for Defendants, was Plaintiff's purported market reach in the United States. Also important to Defendants was that Plaintiff broadcasted to

residents in Texas. Texas is a large market, and it was important to Defendants that Plaintiff could also reach Texas residents. Because of these misrepresentations and breaches of the Contracts, Defendants brought the Texas Action. Defendants' causes of action for breach of contracts and fraud all related to the representations, promises, and agreements detailed herein, which were focused primarily in Texas – not Michigan.

17. After execution of the Contracts, Defendants soon came to learn that most of Plaintiff's promises and representations were not true. After performing additional research and from speaking to representatives of Plaintiff, Defendants learned that Plaintiff did not broadcast to over 93 million households, had no real customers or customer data to share with Defendants in Texas as promised, had no marketing budget or business plan as to how Plaintiff was going to use the marketing funds contemplated by the Contracts, and had no real sense of how to market Defendants' products and services. Indeed, representatives of Plaintiff later told Defendants that they would be lucky to get even 10,000 households.

Further affiant sayeth not.



Brittany Burtz

STATE OF Oklahoma §

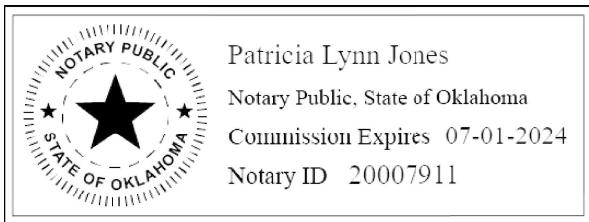
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COUNTY OF Lincoln §

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SUBSCRIBED AND SWORN TO BEFORE ME this the 14th day of January, 2022.

By **BRITTANY BURTZ**



Notarized Online with NotaryLive.com



Patricia Lynn Jones
Notary Public for the State of Oklahoma
Patricia Lynn Jones
my commission expires 07/01/2024

	Case 4:21-cv-12663-SDK-KGA - ECF No. 14-2, PageID.85 Filed 01/17/22 Page 10 of 19
Signatory	Case 4:21-cv-12663-SDK-KGA - ECF No. 14-2, PageID.85 Filed 01/17/22 Page 10 of 19
Date/Time	2022-01-17 14:00:00 -05'00"
Issuer-Certificate	Comodo CA 1, ComodoCA Root, Comodo Trust, Comodo
Serial-No.	05078310289081334887202343036950483643
Method	urn:adobe.com:Adobe_PPKLite:adbe_pkcs7_sha1 (Adobe Signature)

EXHIBIT A



September 2nd, 2020

Att: ETT/ Universal Tutor Inc.
Brittany Burtz, CEO
One Cowboys Way
Frisco, Texas 75034

Re: The Impact Network & Universal Tutor/Educate America Initiative

Ms. Brittany Burtz:

The Impact Network is the fastest growing and largest black-owned faith-based tv network both domestically spanning across the United States, the Bahamian Islands, and parts of Africa. Broadcasting in over 88 million households, the Impact is a place of growth, hope, and change designed to inspire, inform, and uplift the spirit, soul, and body. Impact's mission is to provide humanity with enriching entertainment that impacts your life spiritually, physically, financially, mentally, and emotionally.

The Impact Network is proud to collaborate and partner with Universal Tutor, in providing their company's most comprehensive and robust open innovation education platform and system in the world today to our audience. We at Impact understand that Universal Tutor's specialization in Social & Emotional Learning (SEL), critical thinking, problem-solving, self-esteem, self-awareness, goal setting, social perceptiveness, and creation of a tailored online learning environment to our black and brown youth will inspire our children to "unleash the lion" letting go of fear and doubt to become future business leaders, serial entrepreneurs, and models of possibilities for success. Additionally, Impact is very confident that Universal Tutor's technology platform will provide a massively positive social impact and paradigm shift to the Education sector in dominating the Emotional Intelligence (EQ) space and solving the root cause of bullying, gun violence, rioting on the streets as our children will learn the vital emotional skillsets to interact peacefully amongst each other and with their communities.



Impact feels that we can market and sell Universal Tutor's unique and proprietary platform to our audience 24 hours a day and 7 days a week at a cost of up to USD\$99 per month subscription fees to the Universal Tutor.

We are excited to begin this amazing journey together!

With the Greatest of Mutual Love & Respect,

A handwritten signature in black ink. The signature reads "Bishop Walter J. Park" and is written in a cursive, flowing style.

Bishop
Chairman & CEO
The Impact Network

EXHIBT B



January 22, 2021

BioDatAi Inc.
Kelly Cook, CEO
One Cowboys Way
Frisco, Texas 75034

Economic Transformation Technologies Corp
Denis Gallagher, CEO
One Cowboys Way
Frisco, Texas 75034

Re: The Impact Network and BioDatAi Initiative

Dear Kelly and Denis:

This letter agreement (this "Agreement") will confirm our understanding that The Impact Network will work collaboratively with Economic Transformation Technologies Corp. ("ETT") and its subsidiary, BioDatAi Inc. ("BioDatAi"), on a channel for BioDatAi to produce revenues in the healthcare sector.

The Impact Network is the fastest growing and largest black-owned faith-based tv network both domestically spanning across the United States, the Bahamian Islands, and parts of Africa. Broadcasting in over 93 million households. The Impact is a place of growth, hope, and change designed to inspire, inform, and uplift the spirit, soul, and body. Impact's mission is to provide humanity with enriching entertainment that impacts your life spiritually, physically, financially, mentally, and emotionally.

The Impact Network is proud to collaborate and partner with BioDatAi, in providing their company's healthcare and telemedicine platform to our global audience. We at Impact understand that BioDatAi's open innovation platform not only solves inoperability but also provides specialization in telemedicine, managed care, risk management and compliance which is key to an efficient medical marketplace for our subscribers who have not had, in many instances, access to the healthcare and healthcare professionals they deserve and require. To further BioDatAi's mission, Impact will provide BioDatAi with the data points, including but not limited to the names, phone numbers, email addresses and market data, for its customers for BioDatAi to use to market its products.

Additionally, Impact is very confident that BioDatAi's technology platform will improve healthcare education and address overcoming disparities in healthcare by targeting a message for improving the health of people in the black and brown communities. Impact will, to further BioDatAi's message and generate revenue, provide celebrities for endorsements and appearances on BioDatAi's channel.



BioDatAi, with its parent ETT, will be Impact's exclusive provider of:

- Healthcare Products and Services;
- Healthcare Technology Platform;
- Telemedicine;
- Medical Products; and
- Medical Services.

Through BioDatAi's healthcare channel, BioDatAi will offer health advice, medical appointments, telemedicine counseling, cosmetic surgery offerings, products branded by BioDatAi, advertisements for managed care and other healthcare offerings.

Impact would also like to enter into a revenue sharing agreement with BioDatAi and ETT for revenues generated by BioDatAi for advertisements from its relationships from Walmart, Apple, Microsoft, Google and United Healthcare. Impact would also share revenues with from all sales of medical goods and services by Impact on Amazon, Walmart, Apple, Microsoft and Google.

Upon execution of this Agreement, BioDatAi and ETT will engage a Rubenstein Public Relations to support this joint venture with Impact. BioDatAi will also, no later than February 22, 2021, wire \$1,000,000 for a non-refundable advertising purchase to be used for a media effort to promote BioDatAi's channel and healthcare products on the Impact Network.

If the foregoing correctly sets forth our understanding, please confirm by executing and returning to us a copy of this Agreement.

We are excited to begin this amazing journey together!

With the Greatest of Mutual Love & Respect,

Bishop Wayne T. Jackson
Chairman & CEO
The Impact Network

Agreed to and Accepted as of the date above

BioDatAi Inc.

By: Kelly S. Cook
Name: Kelly Cook
Title: Chief Executive Officer

Economic Transformation Technologies Corp

By: Denis Gallagher
Name: Denis Gallagher
Title: Chief Executive Officer

EXHIBT C



January 22, 2021

Universal Tutor Inc.
Brittany Burtz, CEO
One Cowboys Way
Frisco, Texas 75034

Economic Transformation Technologies Corp
Denis Gallagher, CEO
One Cowboys Way
Frisco, Texas 75034

Re: The Impact Network and Universal Tutor/Educate America Initiative

Dear Brittany and Denis:

This letter agreement (this "Agreement") will confirm our understanding that The Impact Network will work collaboratively with Economic Transformation Technologies Corp. ("ETT") and its subsidiary, Universal Tutor Inc. ("Universal Tutor"), on a channel for Universal Tutor to produce revenues in the education sector.

The Impact Network is the fastest growing and largest black-owned faith-based tv network both domestically spanning across the United States, the Bahamian Islands, and parts of Africa. Broadcasting in over 93 million households. The Impact is a place of growth, hope, and change designed to inspire, inform, and uplift the spirit, soul, and body. Impact's mission is to provide humanity with enriching entertainment that impacts your life spiritually, physically, financially, mentally, and emotionally.

The Impact Network is proud to collaborate and partner with Universal Tutor, in providing their company's most comprehensive and robust open innovation education platform and system in the world today to our global audience. We at Impact understand that Universal Tutor's specialization in Social and Emotional Learning, online learning, critical thinking, problem-solving, self-esteem, self-awareness, goal setting, social perceptiveness, and creation of a tailored online learning environment to our black and brown youth will inspire our children to "unleash the lion" letting go of fear and doubt to become future business leaders, serial entrepreneurs, and models of possibilities for success. To further Universal Tutor's mission, Impact will provide Universal Tutor with the data points, including but not limited to the names, phone numbers, email addresses and market data for its customers for Universal Tutor to use to market its products.

Additionally, Impact is very confident that Universal Tutor's technology platform will provide a massively positive social impact and paradigm shift to the Education sector in dominating the Emotional Intelligence space and solving the root cause of bullying, gun violence, rioting on the streets as our children will learn the vital emotional skillsets to interact peacefully amongst each other and with their communities. Impact will, to further Universal Tutor's message and generate revenue, provide celebrities for endorsements and appearances on Universal Tutor's channel.



Universal Tutor, with its parent ETT, will be Impact's exclusive provider of:

- Social and Emotional Learning Programs;
- Online Education; and
- Educational Tools

Impact feels that we can market and sell Universal Tutor's unique and proprietary platform to our audience 24 hours a day and 7 days a week at a cost of up to USD\$99 per month subscription fees to the Universal Tutor.

Impact would also like to enter into a revenue sharing agreement with Universal Tutor and ETT for revenues generated by Universal Tutor for advertisements from its relationships from Walmart, Apple, Microsoft and Google. Impact would also share revenues with from all sales of educational goods and services by Impact on Amazon, Walmart, Apple, Microsoft and Google.

Upon execution of this Agreement, Universal Tutor and ETT will engage Rubenstein Public Relations to support this joint venture with Impact. Universal Tutor will also, no later than February 22, 2021, wire \$1,000,000 for a non-refundable advertising purchase to be used for a media effort to promote Universal Tutor's channel and educational products on the Impact Network.

If the foregoing correctly sets forth our understanding, please confirm by executing and returning to us a copy of this Agreement.

We are excited to begin this amazing journey together!

With the Greatest of Mutual Love and Respect,

Bishop Wayne T. Jackson
Chairman and CEO
The Impact Network

Agreed to and Accepted as of the date above

Universal Tutor Inc. Economic Transformation Technologies Corp

By: A handwritten signature in black ink, appearing to read "Brittany Burtz".
Name: Brittany Burtz
Title: Chief Executive Officer

By: A handwritten signature in black ink, appearing to read "Denis Gallagher".
Name: Denis Gallagher
Title: Chief Executive Officer